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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/633,197	08/07/2000	Christopher W.B. Goode	DIVA 264	3493

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EXAMINER	
HUYNH, SON P	

ART UNIT	PAPER NUMBER
2611	

DATE MAILED: 05/19/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/633,197	GOODE, CHRISTOPHER W.B.	
	Examiner	Art Unit	
	Son P. Huynh	2611	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 03 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on 15 February 2005 and 18 January 2005.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) 1-19 is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) 1-19 is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on 02 August 2001 is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 2/15/05 has been entered.

Response to Amendment

2. Applicant's arguments with respect to claims 1-19 have been considered but are moot in view of the new ground(s) of rejection.

In response to applicant's argument that Thomas does not teach or suggest that the content stored in the leased resource is selected according to the content provider (page 9, paragraph 3, lines 1-2), examiner respectfully disagrees.
Thomas discloses the amount of space used by the content provider's content is reported to the content provider. Any space over-runs are also reported to the content

provider by the access provider. The content provider and access provider may agree upon a particular approach to be used when the allocated space is insufficient to store all of the content of the content provider. For example, the content provider and access provider may agree that the oldest or least used content is deleted first (par. 0063). Thus, the limitation of "selecting, according to said at least one content provider, which content assets are stored in the leased resource" is met by the content provider agrees with the access provider which content is stored if the allocated space is insufficient to store all of the content of the content provider.

In response to applicant's argument that neither cited reference(s) discloses the claimed limitation of "defining rules for the content assets according to at least one of said service provider or said content provider, said rules defining promotion and packaging of said content assets," (page 9, paragraph 1), a new ground of rejection is applied as discussed below.

Claims 20-21 have been cancelled.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the

invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4. Claims 1-3, 6-10, 13-16, 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Thomas Huston et al. (US 2002/0007402 A1), in view of Candelore (US 6,057,872).

Regarding claim 1, Thomas Huston (hereinafter referred to as Thomas) teaches the method comprising:

"establishing by a service provider a resource lease with each of at least one content provider, each content provider storing at least some of a plurality of content assets within the leased resource at at least one service provider location" is met by establishing, by access provider an agreement to guarantee a minimum amount of space to at least one content provider, each content provider storing at least some of a plurality of content assets within the allocated space at the access provider – par. 0063);

"defining rules for said content assets according to at least one of said service provider or said content provider" is met by defining rules (for example, oldest or least recently used content is deleted first) according to agreement between access provider and content provider upon a particular approach to be used when the allocated space is insufficient to store all of the content of the content provider (par. 0063);

"fulfilling subscriber requests for available content stored at the at least one service provider location according to said rules" is met by fulfilling subscriber requests for

available content stored at the access provider according to the agreement between access provider and content provider – par. 0042, par. 0063);

generating usage statistics (par. 0064, par. 0067);

"providing said usage statistics to said at least one content provider" is met by informing content provider about the usage statistics (par. 0064-par. 0072);

"selecting, according to said at least one content provider, which content assets are stored in said leased resource" is met by the content provider agree with the access provider which content is stored if the allocated space is insufficient to store all of the content of the content provider (par. 0063). However, Thomas does not specifically disclose the rules defining promotion and packaging of content assets.

Candelore discloses the service providers and advertisers define promotion (such as coupon/credit) and multiplexes the digital coupon information along with the program service data as defined by preconditions of the digital coupon information (col. 3, lines 26-39; col. 7, lines 19-29; col. 10, lines 54-62) reads on the claimed limitation of rules for content assets according to at least one of the service provider or the content provider, the rules defining promotion and packaging of the content assets. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Thomas to use the teaching as taught by Candelore in order to encourage viewership (col. 11, lines 8-15).

Regarding claim 2, Thomas further teaches generating service centric data (e.g. generating requests that could not be processed – par. 0065); adapting service operation according to the usage statistics and the service centric data (e.g. deleting particular content which remains in cache for a specified time without a request for the particular content – par. 0057. Additional attempts to process requests that cannot be processed may be periodically made– par. 0065-par. 0066).

Regarding claim 3, Thomas further teaches generating content centric data; and providing the content centric data to the at least one content provider (e.g. generating number of content accessed, time, etc. and providing these data to the content provider – par. 0064-par. 0071).

Regarding claim 6, Thomas further disclose deleting particular content if it remains in cache in a specified time without a request for the particular content (par. 0056), or pre-fetch content according to a user and content specific basic (par. 0056-par. 0058) reads on the claimed limitation "said leased resource is adapted in response to said usage statistics"

Regarding claim 7, Thomas in view of Candelore teaches a method as discussed in the rejection of claim 6. Thomas also discloses pre-fetch content into cache to provide preferential access to the content by client 228. Thomas further discloses deleting a

particular content if it remains in cache for a specified time without a request for the particular content (par. 0056-par. 0057). As a result, the leased resource is increased or decreased in response to the usage statistics (e.g. catch space will be increased if more content is pre-fetched or decreased if the particular content is deleted).

Regarding claim 8, Thomas teaches a method comprising:

"assigning by a service provider to each of a plurality of content providers content management responsibilities for respective service provider resources" is met by assigning, by access provider to each of a plurality of content providers an agreement to guarantee a minimum amount of space that store content from the content provider – par. 0063);

"defining, according to at least one of said service provider or said content provider, rules for content assets stored in said respective service provider resource" is met by defining, according to agreement between access provider and content provider, rules (for example, oldest or least recently used content is deleted first) upon a particular approach to be used when the allocated space is insufficient to store all of the content of the content provider (par. 0063);

"fulfilling subscriber requests for said content assets stored in said respective service provider resource according to said rules" is met by fulfilling subscriber requests for content assets stored at the access provider according to the agreement between access provider and content provider – par. 0042, par. 0063);

generating usage statistics (par. 0064, par. 0067);

"providing said usage statistics to said at least one content provider" is met by informing content provider about the usage statistics (par. 0064-par. 0072);
"selecting, in response to information provided by said content provider, which content assets are stored within the respective service provider resource" is met by the content provider agree with the access provider which content is stored if the allocated space is insufficient to store all of the content of the content provider (par. 0063). However, Thomas does not specifically disclose the rules defining promotion and packaging of content assets.

Candelore discloses the service providers and advertisers define promotion (such as coupon/credit) and multiplexes the digital coupon information along with the program service data as defined by preconditions of the digital coupon information (col. 3, lines 26-39; col. 7, lines 19-29; col. 10, lines 54-62) reads on the claimed limitation of rules for content assets according to at least one of the service provider or the content provider, the rules defining promotion and packaging of the content assets. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Thomas to use the teaching as taught by Candelore in order to encourage viewership (col. 11, lines 8-15).

Regarding claims 9-10, the claimed limitations correspond to the claimed limitations as claimed in claims 2-3, and are analyzed as discussed with respect to the rejection of claims 2-3.

Regarding claim 13, Thomas discloses an apparatus (access provider/origin servers, traffic server, cache, differencing engine) coupled to a plurality of subscribers (102) and to content suppliers (112) (figures 1-2), the apparatus comprising:

"a server complex comprising a plurality of partitions, each of said partitions storing video assets provided by respective content supplier;" is met by a storage that store content of a respective content provider in a predetermined portion of the storage (par. 0040, par. 0063);

"a controller capable of: (i) distributing content assets, including video assets, according to rules defined by at least one of a service provider or said content suppliers, (ii) providing usage data to content suppliers, and (iii) selecting which content assets, including video assets, are stored in said respective partitions in response to the content suppliers" is met by traffic server/differencing engine for (i) distributing video content, according to rules (e.g., deleting old version/least recently content first if the allocated space is insufficient to store all the content of the content provider) according to agreement between content provider and access provider (par. 0063), (ii) providing usage data to content provider (par. 0064-par. 0067), and (iii) selecting content are stored in allocated space in response to the agreement between the content provider and access provider if the allocated space is insufficient to store all of the content of the content provider (par. 0063). However, Thomas does not specifically disclose the rules defining promotion and packaging of content assets.

Candelore discloses the service providers and advertisers define promotion (such as coupon/credit) and multiplexes the digital coupon information along with the program service data as defined by preconditions of the digital coupon information (col. 3, lines 26-39; col. 7, lines 19-29; col. 10, lines 54-62) reads on the claimed limitation of rules for content assets according to at least one of the service provider or the content provider, the rules defining promotion and packaging of the content assets. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Thomas to use the teaching as taught by Candelore in order to encourage viewership (col. 11, lines 8-15).

Regarding claim 14, Thomas further discloses the agreement between content provider and access provider includes deleting oldest or least recently used content in the allocated space for content provider in the storage reads on the claimed limitation of "said rules also define how content suppliers provision respective server complex partitions."

Regarding claim 15, Thomas in view of Candelore teaches an apparatus as discussed in the rejection of claim 14. Candelore further discloses preconditions of the digital coupon information comprises a number of pay per view programs have purchased within an interval of time, length of time the program was viewed, etc. provided by the service provider and advertiser (col. 3, line 26-col. 4, line 25) reads on the claimed

limitation of "rules define at least one of a navigation parameter, a program motion parameter and a packaging parameter of the video assets provided by the content suppliers.

Regarding claim 16, Thomas further discloses the access provider guarantees a minimum amount of space to particular content providers according to agreement between access provider and content provider (par. 0063) reads on the claimed limitation of "server complex partitions are leased by said content suppliers."

Regarding claim 18, Thomas further discloses the content stored in allocated space is determined based on the usage access data/status of content, informed to content provider by traffic server/differencing engine, and agreement between access provider and content provider (for example, deleting least recently used content first – par. 0063-par. 0067) reads on the claimed limitation of "the content suppliers adapt the content stored in the respective partitions in response to content-centric data provided by said controller."

Regarding claim 19, Thomas in view of Candelore teaches a method as discussed in the rejection of claim 13. Thomas also discloses pre-fetch content into cache to provide preferential access to the content by client 228. Thomas further discloses deleting a particular content if it remains in cache for a specified time without a request for the particular content (par. 0056-par. 0057). As a result, the plurality of partitions is

increased or decreased in response to the usage statistics (e.g. catch space will be increased if more content is pre-fetched or decreased if the particular content is deleted).

5. Claims 4-5, 11-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Thomas Huston et al. (US 2002/0007402 A1) in view of Candelore (US 6,057,872) as applied to claim 1 or claim 8 above, and further in view of Carlin et al. (US 6,119,152).

Regarding claim 4, Thomas in view of Carlin teaches a method as discussed in the rejection of claim 1. However, neither Thomas nor Candelore specifically disclose remitting compensation to the at least one content provider in response to the usage statistics.

Carlin teaches the owner of multi-provider pay to the provider revenues received from the subscribers (col. 6, lines 30-36) reads on the claimed limitation "remitting compensation to said at least one content provider in response to the usage statistics." Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Thomas and Candelore to use the teaching as taught by Carlin in order to provide an alternative way to pay content provider.

Regarding claim 5, Carlin teaches the owner of the multi provider on line service subtracts its fees from the revenues received from the subscribers and pays the difference to the provider (col. 6, lines 30-36) reads on the claimed limitation "said remitted compensation is offset by the value of said lease." Therefore, it would have been obvious to one of ordinary skill in the art to modify Thomas and Candelore to simplify transaction transferring (e.g., the service provider transfers compensation after subtracting all fees that the service provider charges content provider instead of the service provider transfers all revenues to content provider and then the content provider transfers back the fees that the service provider charges to content provider).

Regarding claims 11-12, the limitations as claimed correspond to the limitations as claimed in claims 4-5 respectively, and are analyzed as discussed with respect to the rejection of claims 4-5.

6. Claim 17 is rejected under 35 U.S.C. 103(a) as being unpatentable over Thomas Huston et al. (US 2002/0007402 A1) in view of Candelore (US 6,057,872) as applied to claim 13 above, and further in view of Martin et al. (US 6,606,607).

Regarding claim 17, Thomas in view of Candelore teaches an apparatus as discussed in the rejection of claim 13. However, neither Thomas nor Candelore specifically discloses auctioning.

Martin discloses system and method for coordinating an auction for an item between a multi auction services (col. 6, lines 44-63). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Thomas and Candelore to use the teaching as taught by Martin in order to allow seller to obtain highest price of an item.

Conclusion

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Allen (US 5,909,638) teaches high speed video distribution and manufacturing system.

Slezak (US 6,006,257) teaches multimedia architecture for interactive advertising in which secondary programming is varied based upon viewer demographics and content of primary programming.

Russell (US 2002/0069420) teaches system and process delivery of content over a network.

8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Son P. Huynh whose telephone number is 571-272-7295. The examiner can normally be reached on 8:30-6:00.

9. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Christopher C. Grant can be reached on 571-272-7294. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

10. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

SPH
May 3, 2005

CHRIS GRANT
PRIMARY EXAMINER